

## BT PPC STANDARD HANDOVER AGREEMENT

### ANNEX D

#### DEFINITIONS

In this Agreement, words and expressions have the following meanings:

“ACO Period”	the period covered by an Advance Capacity Order;
“Act”	Communications Act 2003;
“ADM”	add-drop multiplexor;
<u>“Adjustment Interest Rate”</u>	<u>one percent above the official Bank Rate of the Bank of England in force from time to time unless an alternative interest rate is stipulated to apply by Ofcom or other regulatory authority or body of competent jurisdiction pursuant to a determination made in accordance with paragraph 9;</u>
“Advance Capacity Order”	that part of the Capacity Profile which sets out the Handover Capacity ordering intentions of the Operator over the first four months of the Capacity Profile and as referenced in Annex A;
“Advance Order Commitment”	that part of the Forecast Profile which sets out the Partial Private Circuit capacity ordering intentions of the Operator over the first four months of the Forecast Profile and as referenced in Schedule 03;
<u>“Affiliate”</u>	<u>any legal entity that directly or indirectly controls, or is controlled by or is under common control with a Party;</u>
“Agreement”	this agreement, the Carrier Price List, the Annexes, Schedules, Appendices and Specifications;

<b>“Ancillary Charges”</b>	additional construction charges as specified from time to time in the Carrier Price List;
<b>“Ancillary Document”</b>	<u>those documents specifically listed on the BT Website as ancillary documents that contain information about the Service;</u>
<b>“Annex”</b>	annex A, B, C, D, E or F attached to this Agreement;
<b>“Appendix”</b>	an appendix to a Schedule in Annex C or an appendix to an Annex, as appropriate;
<b>“Applicable Law”</b>	<u>has the meaning given in paragraph 30 of the Agreement;</u>
<b>“Associated Company”</b>	in relation to a Party:-  (a) its Subsidiary or Holding Company of that Party or another Subsidiary of such Holding Company;
<b>“Assured Resilience”</b>	BT’s resilient products including Full Diversity End-to-End, Full Diversity Main Link, Basic Diversity, and/or Multiple Resilience
<b>“ATM CSH via PPC Facility Mux Link</b>	a Link between a BT CSH Facility Mux switch connection comprising an STM-1 intra-building link and an ATM access port;
<b>ATM ISH via PPC Facility Mux Link</b>	a Link between a BT ISH Facility Mux switch connection comprising an STM-1 intra-building link and an ATM access port;
<b>“ATM Switch”</b>	data telecommunications apparatus within an ATM (Asynchronous Transfer Mode) network which performs the function routing virtual paths and DSL data;
<b>“Availability”</b>	the Service will be considered to be available when the circuits are functioning such that they are able to pass messages in both directions across the service boundary and in

	full accordance with the technical specification;
<b>“Base Circuit”</b>	a nominated circuit in respect of which Resilient Circuits may be ordered by the Operator and provided by BT;
<b>“Basic Diversity”</b>	a pair of Partial Private Circuits designed such that no single cable failure in the BT Network and between the BT Serving Node and the BT Serving Exchange will cause a total failure of that pair of circuits. This level of resilience does not include assurance against any failure of equipment, node or duct infrastructure;
<b>“Bit Error Rate”</b>	the number of errors within a specified period;
<b>“Billing Information”</b>	such information provided by BT to the Operator pursuant to Annex B, including, without limitation, such information as is necessary to ascertain the charges payable by the Operator under this Agreement;
<b>“Billing Period”</b>	unless otherwise agreed in writing, the period of 3 calendar months commencing on a Quarter Day;
<b>“Brought into Service Date”</b>	the date on which BT has completed provision of a Partial Private Circuit pursuant to Schedule 03 and Annex E, or of a Third Party Link pursuant to Schedule 04 and Annex E;
<b>“BT”</b>	British Telecommunications public limited company;
<b><u>“BT’s Credit Vetting Policy”</u></b>	<u>the credit vetting policy set out at <a href="#">[url]</a>.</u>
<b>“BT Retail Private Circuit”</b>	a Link product supplied by BT in accordance with BT Conditions for Private Service and the Retail Price List;
<b>“BT Serving Exchange”</b>	the BT building housing the switch serving the Third Party;

<b>“BT Serving Node”</b>	the building housing the transmission node selected to serve the Point of Handover;
<b>“BT System”</b>	-the Public Electronic Communications Network provided by BT for connection to the Operator System pursuant to this Agreement;
<b>“BT Website”</b>	the website at <a href="http://www.btwholesale.com">www.btwholesale.com</a> or such other website address as advised by BT from time to time;
<b>“Cancellation Threshold”</b>	the period specified in Annex E beyond the relevant Requisite Period after which such period the Operator may cancel an Order without incurring a charge from BT;
<b>“Capacity”</b>	Handover capacity in units of:  (a) for a CSH Link, STM1, STM-4 or STM-16; and  (b) for an ISH Link, STM-1, STM-4 or STM-16;
<b>“Capacity Order”</b>	an order for Capacity placed by the Operator on BT pursuant to Annex A and Schedule 01 or 02;
<b>“Capacity Profile”</b>	a profile of future Capacity ordering intentions over a 12 month period as presented by the Operator to BT pursuant to Annex A;
<b>“Capacity Provision”</b>	the provision of new or additional Capacity;
<b>“Carrier Price List”</b>	the price list having that name which contains charges which apply to BT services or facilities supplied pursuant to this Agreement, and some other charges and information;
<b>“Central London Zone”</b>	a geographic area of London based on BT exchange areas and BT number ranges defined on published exchange data;

<b>“Civil Works”</b>	works that necessitate digging for the installation of ducts;
<b>“Committed Delivery Date”</b>	the date offered by BT in a FOC as the date on which the Partial Private Circuit and/or the Network Infrastructure is scheduled to be provided, (being for Partial Private Circuits and Third Party Links the Contractual Completion Date, for CSH Links the scheduled Ready for Service Date, and for ISH Links being 25 days after the Ready for Test Date) which when accepted by the Operator becomes binding;
<b>“Condition(s)”</b>	General Condition(s) or a condition other than a General Condition which applies to either BT or the Operator as the case may be, being a condition as in force at the date of this Agreement, unless otherwise stated;
<b>“Confidential Information”</b>	<p>any information, in whatever form, which in the case of written or electronic information is clearly designated as confidential and which, in the case of information disclosed orally, is identified at the time of disclosure as being confidential or is by its nature confidential and including such Confidential Information already disclosed by either Party to the other prior to the date of this Agreement but excluding any information which:</p> <ul style="list-style-type: none"><li>(a) is in or comes into the public domain other than by reason of a breach of this Agreement; or</li><li>(b) is previously known on a non-confidential basis to the Receiving Party at the time of its receipt; or</li><li>(c) is independently generated, developed or discovered at any time by or for the Receiving Party; or</li></ul>

(d) is subsequently received from a third party without any restriction on disclosure;

**“Contractual Completion Date”**

the date on which BT has agreed to complete provision of a Partial Private Circuit pursuant to Schedule 03 and Annex E, or of a Third Party Link pursuant to Schedule 04 and Annex E, or such other date as may be agreed in writing by the Parties;

**“CP2CP Managed Move”**

the process of moving a Partial Private Circuit from one Communication Provider’s (CP) Point of Handover (PoH) to another CP’s network, as set out in Annex F.

**"CSH Facility Mux"**

facility ADM, facilitating the mixing of PPC, PSTN and ATM CSH via PPC Facility Mux Link products;

**“CSH Link”**

a Link provided by BT, associated with a Partial Private Circuit, between the BT Serving Node and the Point of Handover at the Operator building, comprising:

- (a) an ADM at the BT Serving Node;
- (b) an ADM at the Operator building;  
and
- (c) a bearer at an agreed line rate and providing an ordered level of Capacity;

**“Customer”**

as the context requires:

- (a) a person having a contract with either or both Parties for the provision of telecommunication services by means of that Party's System; or
- (b) a user of telecommunication apparatus directly connected to the BT System or the Operator System; or
- (c) a person having a contract with a reseller of telecommunication services

to be provided by means of either the BT System or the Operator System or a user of telecommunication apparatus authorised by that person;

**“Customer Personal Data”** Personal Data, or any part of such Personal Data, in respect of which only the Operator is the Data Controller and in relation to which BT is providing Services under the Agreement as a Data Processor;

**“Customer Service Plan”** a document containing details of individuals, addresses and telephone numbers for ordering or maintenance of the services provided pursuant to this Agreement;

**“Customer Sited Handover” or “CSH”** Handover between the BT System and the Operator System with the Point of Handover located in the Operator’s premises;

~~**“Default Interest Rate”** means a daily interest rate at bank of England Rate +4%;~~

~~**“Data Controller”** has the meaning given to it in the Data Protection Act 1998;~~

~~**“Data Processor”** has the meaning given to it in the Data Protection Act 1998;~~

~~**“Data Protection Legislation”** the applicable mandatory laws and regulations relating to the Processing of Personal Data, including the Data Protection Act 1998 and Directive 95/46/EC or any subsequent legislation in relation to it;~~

~~**“Data Subject”** has the meaning given to it in the Data Protection Act 1998;~~

**“Deferred Use”** where the Operator has ceased operating Partial Private Circuits on a unit of equipment at a third party site and temporarily suspends the use of that unit of equipment;

**“Disclosing Party”** a Party disclosing information to the other Party;

<b>“Dispute”</b>	a disagreement between the Parties under this Agreement;
<b>"Drop and Continue"</b>	a function within a ring node where traffic is both extracted from the working channels on the ring (drop), and transmitted onwards on the ring (continue);
<b>“DRS-CI Arb”</b>	Dispute Resolution Services, Chartered Institute of Arbitrators;
<b>“Due Date”</b>	a date being 30 calendar days after the date of an invoice or, if such 30 <sup>th</sup> calendar day falls on a day other than a Working Day, the date of the previous Working Day;
<b>“Effective Date”</b>	a date referred to by that name in the Carrier Price List or in a Schedule being the date on which a charge or a variation of a charge referred to in the Carrier Price List or a Schedule takes effect;
<b>“Emergency Organisation”</b>	the relevant local public police, fire, ambulance and coastguard services and other similar organisation providing assistance to the public in emergencies;
<b>Emergency Maintenance Work</b>	the maintenance, repair refurbishment or replacement work which needs to be undertaken by BT as a result of a Works Emergency;
<b>“Enhanced Care” &amp; “Enhanced Care Plus”</b>	means fault repair work carried out during 24 hours per day, 7 days per week including public/bank holidays;
<b>“ETSI”</b>	the European Telecommunications Standards Institute;
<b>"Expedited Order"</b>	shall have the meaning prescribed to it in paragraph 3.13 of Annex E;
<b>“Fault”</b>	a current loss of service of one minute or more reported to BT <a href="#">that will be made immediately available to BT to undertake intrusive testing that and which</a> is not caused by the Operator or third party equipment or



	any other circumstance outside the control of BT;
<b>“Firm Offer Confirmation” (“FOC”)</b>	offer by BT in writing (including by fax or electronic means) to the Operator of the delivery conditions including price and Committed Delivery Date for an Order Request;
<b>“FOC Acceptance”</b>	acceptance by the Operator in writing (including by fax or electronic means) of the FOC, resulting in a binding Order;
<b>“FOC Acceptance Interval”</b>	the maximum period of 1 Working Day for Partial Private Circuits of 2Mbit/s or below, and 2 Working Days for Network Infrastructure and Partial Private Circuits of more than 2Mbit/s;
<b>“FOC Date”</b>	the date on which BT makes a Firm Offer Confirmation;
<b>“FOC Receipt Interval”</b>	the maximum period from the Order Request Date until the FOC Date which shall be 5 Working Days for Partial Private Circuits of less than 2Mbit/s, and 8 Working Days for Network Infrastructure and Partial Private Circuits of 2Mbit/s or more) regardless of how many Partial Private Circuits are, or the amount of the Network Infrastructure that is, ordered to serve a single Third Party premises;
<b>“Forecast Profile”</b>	a profile of future Partial Private Circuit capacity ordering intentions over a 12 month period as presented by the Operator to BT pursuant to Schedule 03;
<b>“Full Diversity End-to-End”</b>	Partial Privates Circuits designed such that no single cable, equipment, or nodal failure, in the BT Network and between the Third Party premises and the Point of Handover will cause a total failure of that pair of circuits. This level of resilience does not include assurance against any failure of duct infrastructure;

<b>“Full Diversity Main Link”</b>	a pair of Partial Private Circuits designed such that no single cable, equipment, or nodal failure, in the BT Network and between the BT Serving Node and the BT Serving Exchange will cause a total failure of that pair of circuits. This level of resilience does not include assurance against any failure of duct infrastructure;
<b>“General Condition”</b>	general condition(s) set under section 45 of the Act;
<b>“Generic SDH Interface Specification”</b>	BT's Generic Synchronous Digital Hierarchy Interface Specification, as amended or substituted from time to time with the Parties' agreement;
<b>“Grandfathered” and “Grandfathering”</b>	a change to the designated use of BT equipment at the request of the Operator, and in agreement with BT, to facilitate the provision of new BT Retail Circuits and Partial Private Circuits;
<b>“Handover”</b>	interface of the BT System with the Operator System by means of ISH Links or CSH Links;
<b>“Holding Company”</b>	has the meaning in sections 736 and 736A of the Companies Act 1985;
<b>“In-span Handover” or “ISH”</b>	Handover between the BT System and the Operator System with the Point of Handover located in a footway jointing chamber outside of the BT Serving Node;
<b>“Installation Date”</b>	the date of installation by BT of a Partial Private Circuit or of Network Infrastructure (for Partial Private Circuits and Third Party Links the Brought into Service Date, for CSH Links the Ready for Service Date, and for ISH Links whichever is the earlier of the Ready for Service Date or 25 days after the Ready for Test Date) which shall be notified to the Operator in accordance with Annex E;

<b>“Intellectual Property Rights”</b>	any patent, petty patent, registered design, registered trade or service mark, copyright, design right, semi-conductor topography right, know-how or any similar right exercisable in any part of the world including any application therefore;
<b>“Interest Rate”</b>	<u>four per cent above the base lending rate from time to time in force at the Bank of England.</u>
<b>“Intermittent Fault”</b>	<u>any fault that is not a Fault.</u>
<b>“Invoice Date”</b>	the date on which an invoice is despatched;
<b>"ISH Facility Mux"</b>	facility ADM, facilitating the mixing of PPC, PSTN and ATM ISH products;
<b>“ISH Link”</b>	a Link provided by BT, associated with a Partial Private Circuit, between the BT Serving Node and the ISH Point of Handover, comprising:  (a) an ADM at the BT Serving Node;  (b) a bearer at an agreed line rate and providing an ordered level of Capacity;
<b>“ISH Link Augmentation”</b>	additional Capacity on an existing ISH Link;
<b>“ITU-T”</b>	the Telecommunications Standards Bureau (formerly the International Telegraph and Telephone Consultative Committee) of the International Telecommunication Union;
<b>"Lift and Shift"</b>	where the Operator has ceased operating Partial Private Circuits on a unit of equipment at a third party site and transports the unit of equipment to another third party site;
<b>“Link”</b>	electronic communications apparatus (which has the meaning in section 151(1) of the Act) necessary to establish one or more transmission paths;

<b>“Local Exchange Serving Area”</b>	the geographical locality connected to a digital switch in the BT network which connects by that switch alone telephony calls;
<b>“London Metro”</b>	a circuit where one end of the circuit terminates within the Central London Zone (CLZ)
<b>“Main Link”</b>	that part of a Partial Private Circuit which links the BT Serving Exchange to the BT Serving Node;
<b>“Managed Handover”</b>	where the Operator has ceased operating Partial Private Circuits on a unit of equipment at a third party site and handover the use of the unit of equipment to another Operator;
<b>“Manual”</b>	a manual referred to in this Agreement of working practices between the Parties;
<b>“Mean Response Time”</b>	the average time for BT to contact the Operator and carry out initial diagnostics of the problem;
<b>“Migration”</b>	the arrangement under Annex F providing for certain BT Retail Private Circuits and associated equipment to be transferred to Partial Private Circuit status;
<b>“Multiple Resilience”</b>	the application of Assured Resilience to more than two Partial Private Circuits. It is supplied subject to network availability and may include any mix of the Assured Resilience options;
<b>“Negotiating Group”</b>	<u>has the meaning given in paragraph 14.4 of the Agreement;</u>
<b>“Network Infrastructure”</b>	any or all of the following: <ul style="list-style-type: none"><li>(i) ISH Link, including the provision of new multiplexor on an existing Point of Handover, or provision of an extra STM-1 on existing STM-</li></ul>

- 1 ISH SMA4 multiplexor, or provision of an ISH Extension;
  - (ii) CSH Link including the provision of new multiplexor on an existing Point of Handover, or provision of a new tributary card on existing multiplexor;
  - (iii) Third Party Link;
- and to include any further infrastructure products notified by BT from time to time;

**“Networking Terminating Point”**

the Customer’s premises at which the Customer is provided with access to a Public Electronic Communications Network;

**“New Installation Fault Report rate”**

the volume of faults which occur on any PPC within 60 days of the Handover of that PPC;

**“New Services Manual”**

a Manual setting out the process for requesting new services or facilities (including by a submission of a statement of requirements), as published by BT from time to time;

**“New Supply”**

for the purpose of Annex C Schedule 05 only this shall mean previously purchased PPC muxes or new PPC muxes;

**“OFCOM”**

the Office of Communications;

**“Openreach Price List”**

the price list having that name which contains, amongst other things, Abortive Visit Charges, Excess Construction Charges and Time Related Charges;

**“Operator”**

the other Party to this Agreement;

**“Operator System”**

the Public Electronic Communications Network provided by the Operator for

	connection to the BT System pursuant to this Agreement;
<b>“Order”</b>	either a Partial Private Circuit Order and/or Network Infrastructure Order as the context so requires, which results from FOC Acceptance;
<b>“Order Request”</b>	the submission by the Operator of a proposed order (including by fax or electronic means), which initiates a FOC;
<b>“Order Request Date”</b>	the date on which an Operator dispatches a valid Order Request to BT;
<b>“Partial Private Circuit”</b>	a Path provided by BT pursuant to this Agreement between a Third Party building (commonly the “B-end”) and the Operator System (commonly the “A-end”) by means of:  (a) a Third Party Link or bearer;  (b) a Main Link; and  (c) either a CSH Link or an ISH Link or bearer;
<b>“Party”</b>	a party to this Agreement;
<b>“Path”</b>	the transmission layer between the G703 interfaces of the Add Drop Multiplexor or line terminating equipment located at the Third Party building and the Operator System, via the BT System;
<b>“PDH”</b>	plesiochronous digital hierarchy;
<b><u>“Personal Data”</u></b>	<u>has the meaning given to it in the Data Protection Act 1998;</u>
<b>“Point of Handover”</b>	a physical point where the ISH Link or the CSH Link is connected to the Operator System for Capacity to be handed over from one System to the other;

**“PPC Contract Review Guide”**

the document that sets out guidelines and processes for the Parties that are participating in a review of the Agreement to follow, following a review notice being served by either Party;

**“Price List”**

means either the Carrier Price List, the Retail Price List or the Openreach Price List, as applicable;

**“Process (es)/processing”**

has the meaning given to it in the Data Protection Act 1998;

**–“Protected Path Partial Private Circuit Variant 1”**

provides a resilient Partial Private Circuit from the Third Party site to a single Point of Handover. It features two access paths from the Third Party site to two BT Serving Nodes (i.e. dual path, dual parent), and the Point of Handover serving section features two access paths from the Point of Handover to two BT Serving Nodes (i.e. dual path, dual parent). Resilience is then provided across the core SDH network to the Operator’s Point of Handover from the Third Party site by ensuring the Base Circuit and Resilient Circuit are provided such that there are no common cables or nodes between the Third Party building and the Point of Handover supplied in accordance with the terms of this agreement;

**"Protected Path Partial Private Circuit Variant 2"**

provides a resilient Partial Private Circuit from the Third Party site to two discrete Points of Handover, with no single point of failure. It features a variant of drop and continue interworking (“D&CI”), which will be configured in the BT Network and should be configured in the Operator’s network to deliver the assured quality of service to the end user. It also features two access paths from the Third Party Site to two BT Serving Nodes (i.e. dual path, dual parent). Resilience is then provided across the core SDH network to the Operators Points of

Handovers from the Third Party site by ensuring the Base Circuit and Resilient Circuit are provided such that there are no common cables or nodes between the Third Party building and the Point of Handovers supplied in accordance with the terms of this agreement;

**“Provisioning Interval”**

the number of Working Days from the Order Request Date until the Installation Date;

**“Public Electronic Communications Network”**

has the meaning in part 1 of the Schedule to the notification setting the General Conditions;

**“PSTN Switch”**

telecommunications apparatus within a System which performs the function of switching and routing calls;

**“Qualifying BT Retail Private Circuit”**

a BT Retail Private Circuit which has an equivalent product available as a Partial Private Circuit to which it may be migrated under Annex F, and either

(a) was, on or before 23 December 2002 provided to or ordered by the Operator as a Schedule 2 Public Operator under contract with BT in the name of the Operator; or

(b) was, on or before 23 December 2002 provided under contract with BT to either:  
(i) the Operator who on or prior to that date had the status of an operator of a Telecommunications System but not the status of a Schedule 2 Public Operator, or  
(ii) an operator who on or prior to that date had the status of an operator of a Telecommunications System which circuit is subsequently transferred with the agreement of BT to the Operator;



<b>“Quarter Days”</b>	1 January, 1 April, 1 July and 1 October in each and every year;
<b>“Re-Assignment”</b>	the change of traffic type at VC4 (STM –1) level from PPC usage to PSTN usage;
<b>“Ready for Service Date”</b>	the date on which testing of capacity is satisfactorily completed by BT and such capacity is ready for service (in accordance with this Agreement);
<b>“Ready for Test Date”</b>	the date on which ISH Link Capacity is Ready for Testing;
<b>“Ready for Testing”</b>	when BT has satisfactorily completed the provisioning of that part of an ISH Link that is under its direct control and the Operator has been notified;
<b>“Receiving Party”</b>	a Party receiving information from the Disclosing Party;
<b>“Re-Designated” and “Re-Designation”</b>	a change to the designated use of equipment at the request of the Operator, and in agreement with BT, to facilitate the provision of new Partial Private Circuits.
<b>“RegularCare”</b>	means fault repair work carried out within working hours (between 08.00 and 17.00) on Mondays to Fridays but excluding public/bank holidays;
<b>“Reduced Requisite Period”</b>	the period set out in Tables 4 and 5 of Annex E for Partial Private Circuits and Network Infrastructure respectively, such period commencing on the Order Request Date and ending on the applicable Working Day;
<b>“Requisite Period”</b>	the period set out in Table 1 of Annex E for Partial Private Circuits and Network Infrastructure, such period commencing on the Order Request Date and ending on the applicable Working Day set out in such Table;

<b>“Resilient Circuit”</b>	a nominated circuit that has Assured Resilience in respect of a Base Circuit;
<b>“Retail Price List”</b>	the price list which contains charges for BT’s retail services together with all definitions, notes, terms and conditions applicable to such services, available at <a href="http://www.bt.com">www.bt.com</a> , or such other website address as advised by BT from time to time;
<b>“Schedule”</b>	a schedule in Annex C of this Agreement;
<b>“Schedule 2 Public Operator”</b>	has the meaning in schedule 1, part 1 of the BT Licence as in force at 27 September 1999;
<b>“SDH”</b>	synchronous digital hierarchy;
<b>“Special Condition(s)”</b>	Condition(s) (other than a General Condition) being a Condition which applies to BT or the Operator, as the case may be, set under section 45 of the Act;
<b>“Specification”</b>	all or any one of Generic Electrical & Physical Interface Specification, Generic Transmission Interface Specification, Generic SDH Interface Specification;
<b>“Subsidiary”</b>	has the meaning in sections 736 and 736A of the Companies Act 1985;
<b>"Subsequent Partial Private Circuit"</b>	a Partial Private Circuit which can be delivered on dedicated pre-provided Network Infrastructure provided under this Agreement where spare capacity exists;
<b>“System”</b>	the BT System or, as the context requires, the Operator System;
<b>“System Alteration”</b>	a change to a Party’s System, which has a material effect on the other Party’s System such that a change needs to be made to the other Party’s System to continue service on any Partial Private Circuits previously supplied;

<b>“Technical Master Plan”</b>	a document recording details of the Points of Handover identifying the Capacity of ISH Links and CSH Links and the plans for development of further Points of Handover;
<b>“Technical Review Meeting”</b>	a technical meeting pursuant to paragraph 9 of Annex A or paragraph 3 of Schedule 03;
<b>“Telecommunication System”</b>	an electronic communications network within the United Kingdom as defined in section 32 of the Act or an Authorised Overseas System;
<b>“Third Party”</b>	an Operator Customer whose premises are connected, or intended to be connected, by a Partial Private Circuit to the Operator System;
<b>“Third Party Link”</b>	a Link provided by BT associated with a Partial Private Circuit, comprising: <ul style="list-style-type: none"><li>(a) an ADM or line terminating equipment on the Third Party premises;</li><li>(b) an ADM or line terminating equipment at the BT Serving Exchange; and</li><li>(c) a bearer at an agreed line rate and providing an ordered level of capacity;</li></ul>
<b>“Time to Repair”</b>	the time taken by BT to repair a fault;
<b>“Trib Card” or “Tributary Card”</b>	an electronic card which it is necessary to add to an ADM to provide an interface for a Partial Private Circuit product;
<b>“VAT”</b>	United Kingdom Value Added Tax;
<b>“Working Day”</b>	any day other than Saturdays, Sundays, public or bank holidays in the United Kingdom.
<b>“Working Hours”</b>	as defined within Annex E;

**“Works Emergency”**

—Any incident or series of incidents outside ~~of~~ the reasonable control of BT that may result in service degradation or failure or in personal injury or death to any person.